

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 10/19/05-10/20/05

Division: Community Services

Bulk Item: Yes X No

Department: Social Services/Nutrition

Staff Contact Person: Janice Drawing

AGENDA ITEM WORDING:

Approval of 2005-2006 Nutrition Services Incentive Program (NSIP) (formerly USDA) Rate Agreement, Contract #US-651 between the Alliance for Aging and the Monroe County Nutrition Program.

ITEM BACKGROUND:

The NSIP Rate Agreement reimburses the Monroe County Nutrition Program for meal provided to older adult clients over 60 years old who receive food at the 4 Congregate Nutrition Sites or Home-Delivered Meals.

PREVIOUS RELEVANT BOCC ACTION:

Nutrition Services Incentive Program (NSIP) Contract #US-551 approved on 10/20/04.

CONTRACT/AGREEMENT CHANGES:

The amount of reimbursement has increased \$13,220 over the previous year, from \$37,559.00 for 2004-2005 to \$50,799 for 2005-2006. The reimbursement rate has increased from \$.5699 per unit (meal) to \$.67 per unit (meal).

STAFF RECOMMENDATIONS:

Approval. Since this contract begins October 1, 2005 and it was not received from the Alliance for Aging until September 15, 2005 it is necessary that the Agreement be backdated to October 1, 2005 when signed by Mayor.

TOTAL COST: \$50,779

BUDGETED: Yes X No

COST TO COUNTY: Reimbursed

SOURCE OF FUNDS: USDA (Agriculture)

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:

Sheila A. Barker
Sheila Barker, Community Services

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract # NSIP (formerly USDA) Contract #US-651
 Contract with: Alliance for Aging, Inc. Effective Date: 10/1/05
 Expiration Date: 1/31/07
 Contract Purpose/Description: Reimburses the Monroe County Nutrition Program for Meals Served for Congregate (Meal Site) and Home-Delivered Meal Program Clients, who are over 60 years of age.

 Contract Manager: Janice Drawing 4523 Social Services/Nutrition Program
 (Name) (Ext.) (Department)
 for BOCC meeting on 10/19/05-10/20/05 Agenda Deadline: 10/4/04

CONTRACT COSTS

Total Dollar Value of Contract: \$50,779 Current Year Portion: \$50,779 ✓
 Budgeted? Yes ☒ No ☐ Account Codes: 125-61531-06-33162OH-
 Grant: \$ 125-61532-06-33162OH-
 County Match: \$-0- _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley A Barker</u>	<u>10-14-05</u>
Risk Management	<u>10-14-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slomick</u>	<u>10-14-05</u>
O.M.B./Purchasing	<u>10/14/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Salvatore Spauld</u>	<u>10/14/05</u>
County Attorney	<u>10/13/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S. H. H.</u>	<u>10/13/05</u>

Comments:

THIS AMENDMENT, entered into between the **Alliance for Aging, Inc.** hereinafter referred to as the "Alliance", and **Monroe County Board of Commissioners.**

The purpose of this amendment is to change the amount under contract and adjust the unit rate.

1. This is a fixed rate contract. The Alliance shall make payment to the recipient for provision of services up to a maximum number of units of service and at the prospective rate stated below:

Service to be Provided	Units of Service	Unit Rate	Maximum Units
Eligible Congregate and Home Delivered Meals	1 unit = 1 meal	0.67	75,790

Program Title	Year	Funding Source	CFDA#	Fund Amounts
Nutrition Services Incentive Program	2005- 2006	OAA	10.570	\$50,779
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				\$50,779

2. This amendment shall begin on October 1, 2005 or the date it has been signed by both parties, whichever is earlier.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract are hereby amended to conform with this amendment.

This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this 2-page amendment to be executed by their undersigned officials as duly authorized.

PROVIDER:

MONROE COUNTY
BOARD OF
COMMISSIONERS

ALLIANCE FOR AGING, INC.

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

Steven Weisberg, M. S.

TITLE: _____

NAME: _____

President & CEO

TITLE: _____

DATE: _____

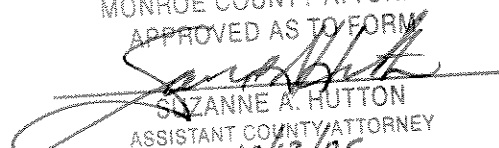
DATE: _____

FEDERAL ID NUMBER:

59-6000749

PROVIDER FISCAL YEAR ENDING DATE:

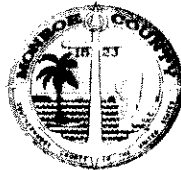
12/31

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 10/13/05



BOARD OF COUNTY COMMISSIONERS

Mayor Murray E. Nelson, District 5
Mayor Pro Tem David P. Rice, District 4
Dixie M. Spehar, District 1
George Neugent, District 2
Charles "Sonny" McCoy, District 3



previous contract

NOVEMBER 12, 2004

MR. PEDRO JOVE
EXECUTIVE DIRECTOR
ALLIANCE FOR AGING, INC.
9500 SOUTH DADELAND BLVD.
SUITE 400
MIAMI, FLORIDA 33156

DEAR PEDRO,

ENCLOSED PLEASE FIND FOUR (4) DUPLICATE ORIGINALS OF OUR RECENTLY APPROVED NUTRITION SERVICES INCENTIVE PROGRAM (NSIP), (FORMERLY USDA), 2004-2005 CONTRACT NO. US-551.

PLEASE HAVE THESE ORIGINALS EXECUTED AND RETURN THREE TO OUR OFFICE AND RETAIN ONE FOR YOUR FILES.

IF YOU HAVE ANY QUESTIONS ABOUT THIS, PLEASE FEEL FREE TO CALL US AT ANYTIME.

SINCERELY,

JANICE DREWING, DIRECTOR
MONROE COUNTY NUTRITION PROGRAM

JD:ma

ENC.

October 1, 2004

Contract Number US-551

**NUTRITION SERVICES INCENTIVE PROGRAM
2004-2005 CONTRACT**

THIS CONTRACT is entered into between the Alliance for Aging, Inc., hereinafter referred to as the "Alliance", and **Monroe County Board of Commissioners**, hereinafter referred to as the "recipient". This contract is subject to all provisions contained in the MASTER AGREEMENT executed between the Alliance and the recipient, **Agreement No. PA-429**, and its successor, incorporated herein by reference.

I. Recipient Agrees:

A. Services to be Provided:

To plan, develop, and accomplish the services delineated, or otherwise cause the planning, development, and accomplishment of such services and activities, under the conditions specified and in the manner prescribed in Attachment 1 of this agreement.

B. Requirements of Section 287, Florida Statutes:

These requirements are herein incorporated by reference.

C. Final Request for Payment:

The Recipient **must** submit the final request for payment to the Alliance no more than 30 days after the contract ends or is terminated; **If the Recipient fails to do so, all right to payment is forfeited, and the Alliance will not honor any requests submitted after the aforesaid time period.** Any payment due under the terms of this contract may be withheld until all reports due from the Recipient, and necessary adjustments thereto, have been approved by the Alliance.

D. Additional Reporting Requirements:

1. If the Alliance has sanctioned the recipient, while the sanctions are in effect the recipient shall provide to the Alliance, on a monthly basis, the recipient's financial statements that reflect the current, un-audited revenues and expenditures and the recipient's cash position as well as any other documentation that may be requested by the Alliance.
2. If the recipient is required to prepare a corrective action plan, supporting documentation as requested by the Alliance shall be provided.

II. The Alliance Agrees:

A. Contract Amount:

To pay for services according to the conditions of Attachment 1 in an amount not to exceed **\$37,559.00**, subject to the availability of funds.

RECEIVED

SEP 24 2004

B. Obligation to Pay:

The Alliance's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature and passed through the Department of Elder Affairs.

C. Source of Funds:

The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract. The funds awarded to the recipient pursuant to this contract are in the state grants and aids appropriations and consist of the following:

Program Title	Year	Funding Source	CFDA#	Fund Amounts
Nutrition Services Incentive Program	2004 2005	OAA	10.570	\$37,559.00
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				\$37,559.00

III. Recipient and Alliance Mutually Agree:**A. Effective Date:**

1. This contract shall begin on October 1, 2004.
2. Delivery of services shall end on September 30, 2005. This contract shall end on January 31, 2006. See Attachment I, Section III.E.

B. Termination, Suspension, and/or Enforcement:

The causes and remedies for termination or suspension of this contract shall follow the same procedures as outlined in Section III.B. and Section III.C. of the Master Agreement.

C. Recipient Responsibility:

Notwithstanding the pass through language contained in Section I.S.1. of the Master Agreement, the recipient maintains responsibility for the performance of all sub-recipients in accordance with all applicable federal and state laws.

D. Notice, Contact, and Payee Information:

1. The name, address, and telephone number of the contract manager for the Alliance for this contract is:

Steven Weisberg, M. S.
9500 South Dadeland Boulevard, Suite 400
Miami, FL 33156
(305) 670-6500

2. The name, address, and telephone number of the representative of the recipient responsible for administration of the program under this contact is:

Louis LaTorre
GATO Building – 1100 Simonton Street
Key West, FL 33040
(305) 292-4573

3. In the event different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.
4. The name (recipient name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made:

Monroe County Board of Commissioners
GATO Building – 1100 Simonton Street
Key West, FL 33040
(305) 292-4573

E. Renegotiation or Modification:

1. Modifications or changes to the funding in this contract and corresponding services related to the increase or decrease, may be made in the form of a written Notice of Award Increase/Decrease signed by the Alliance's President and Director of Administration. The Board President or its Designee of the recipient shall sign the Notice of Award Increase/Decrease and return it to the Alliance within fourteen (14) days or sooner if requested by the Alliance. By signing Notice of Award Increase/Decrease, the Board President or its Designee of the recipient acknowledges the receipt of and agreement with the terms contained in the Notice.
2. Upon Receipt of a Notice of Award Increase/Decrease, the recipient shall update affected information in budget summaries, deliverable schedules, unit rate information contained in the unit cost methodology, or any other applicable financial information contained in the service provider application or required in this contract. This shall be done within ten working days of receipt of such notice.

October 1, 2004

Contract Number US-551

IN WITNESS THEREOF, the parties hereto have caused this 7-page contract to be executed by their undersigned officials as duly authorized.

RECIPIENT:
MONROE COUNTY BOARD OF
COMMISSIONERS

ALLIANCE FOR AGING, INC.

BOARD PRESIDENT OR
AUTHORIZED DESIGNEE

SIGNED BY: Murray & Nelson

SIGNED BY: _____

NAME: Mark R. Nelson

NAME: Steven Weisberg, M. S.

TITLE: At-Large

TITLE: President / CEO

DATE: 10/1/04

DATE: _____

FEDERAL ID NUMBER: 59-6000749
RECIPIENT FISCAL YEAR END DATE: 09/30

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

BY: Sahel C. Kestantis
DEPUTY CLERK

APPROVED: [Signature]
SUZANNE J. CORNEY
9/27/04

October 1, 2004

Contract Number US-551

ATTACHMENT I
NUTRITION SERVICES INCENTIVE PROGRAM

I. STATEMENT OF PURPOSE

The Nutrition Services Incentive Program (NSIP) is authorized by Section 311 of the Older Americans Act of 2000, as amended. The NSIP is the new name for the former United States Department of Agriculture (USDA) cash or commodity program known as the Nutrition Program for the Elderly. NSIP provides reimbursement for the purchase of United States produced agricultural and other food commodities for use in nutrition projects operating under approved Older Americans Act Title III contracts.

II. SERVICES TO BE PROVIDED

A. Services:

Upon receipt of a prior authorization for services from Alliance staff, to provide the following services: The purchase of United States produced agricultural and other food commodities for use in nutrition projects operating under approved Title III contracts for nutrition services with the Recipient. Prior authorization for these services will be provided by the Alliance.

B. Manner of Service Provision:

The services will be provided in a manner consistent with and described in the recipient's service provider application update for federal fiscal year 2004 and the Department of Elder Affairs Home and Community-Based Services Handbook. In the event the handbook is revised, such revision will automatically be incorporated into the contract and the recipient will be given a copy of the revisions.

III. METHOD OF PAYMENT

- A.** This is a fixed rate contract. The Alliance shall make payment to the recipient for provision of services up to a maximum number of units of service and at the prospective rate stated below:

Service to be Provided	Units of Service	Unit Rate	Maximum Units
Eligible Congregate and Home Delivered Meals	1 unit = 1 meal	0.5699	65,904

The prospective rate is based on the estimated OAA grant award.

October 1, 2004

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B. All requests for reimbursement shall be in accordance with policy regarding reimbursable meals and Client Information Registration and Tracking System (CIRTS) policy regarding data entry for reimbursable meals. All requests for reimbursement shall include:

1. The request for reimbursement shall be submitted on DOE Form 117, Request for Reimbursement, USDA Cash-In-Lieu of Commodities.
2. DOE Form 118, PSA/Recipient Monthly Meals Report must be submitted with the request for reimbursement.
3. A CIRTS report must be submitted with DOE Forms 117 and 118 as supporting documentation for the total number of meals reported. The CIRTS report must match the number of meals reported on DOE Form 118.
4. Duplication or replication of the DOE forms 117 and 118 via data processing equipment is permissible but replication must include all data elements in the same format as included on the departmental forms.
5. The due date for the request for reimbursement and report(s) shall be no later than the 20th day of the month following the month being reported.

C. Invoices will be in sufficient detail for a proper pre-audit and post-audit thereof. The recipient shall maintain documentation to support payment requests which shall be available to the Comptroller, the Department of Elder Affairs or the Alliance, upon request.

D. Additional Reporting Conditions:

1. This contract is for services provided during the 2005 Federal Fiscal Year beginning October 1, 2004 through September 30, 2005, however, the contract is in effect through January 31, 2006. The additional four months (October 1, 2005 through January 31, 2006) are to allow rates to be adjusted for the twelve-month service period. Retroactive rates will be based on the final OAA grant award divided by the total eligible meals reported in Florida. This contract shall automatically terminate after the final rate for the federal fiscal year has been established and the Department of Elder Affairs authorizes the release of final payments.

October 1, 2004

Contract Number US-551

2. In the event that the final reimbursement rate is greater or less than the rate in Attachment I, Section III.A., then this contract shall be appropriately adjusted and the final rate shall be effective for the entire contract period upon notice from the department's contract manager.
- E. Any payment due by the Alliance under the terms of this contract may be withheld pending the receipt and approval by the Alliance of complete and accurate financial and programmatic reports due from the recipient and any adjustments thereto, including any disallowance not resolved as outlined in Section I.T. of the Master Agreement.

IV. SPECIAL PROVISIONS

A. State Laws and Regulation:

1. The recipient agrees to comply with applicable parts of Florida Statutes, Rule 58A-1, Florida administrative code and the Department of Elder Affairs Home and Community-Based Services Handbook.
2. The Alliance and recipient agree to provide services and implement the provisions of this contract in accordance with Federal, State, and Local laws, rules, regulations, and policies that pertain to the Nutrition Services Incentive Program cash payments and Older Americans Act.